

EXHIBIT 3

1 UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

3
4 MOTOROLA INC., et al,)
5 Plaintiffs,) 11-1408-JLR
6 v.) SEATTLE, WASHINGTON
7 MICROSOFT CORPORATION,) June 14, 2012
8 Defendant.) Markman Tutorial
9) and Status Conf.

10 VERBATIM REPORT OF PROCEEDINGS
11 BEFORE THE HONORABLE JAMES L. ROBERT
12 UNITED STATES DISTRICT JUDGE

13 APPEARANCES:

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16 For the Plaintiff: Jesse Jenner, Ralph Palumbo,
17 Steve Pepe, Stuart Yothers, Khue
18 Hoang and Mark Rowland

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20 For the Defendants: Arthur Harrigan, Theodore
21 Chandler, Shubham Mukherjee, John
22 McBride, Christopher Wion, Rick
23 Cederoth, Andy Culbert and David
24 Pritikin
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1 can pick a jury in a morning. My procedure is to ask the
2 bench-book questions, take stuff out of your proposed voir
3 dire, which is usually loaded up with things that you don't
4 want to ask, and it's easier for the court to ask, and then
5 give counsel the opportunity to do their own voir dire.

6 It is not unusual to have a couple, sometimes more than
7 that, of the jury pool be Microsoft employees, because
8 Microsoft has a very gracious policy in regards to jury
9 service, which the court appreciates immensely. I'm not sure
10 the criminals do.

11 As a result, your jury selection may be slightly more
12 difficult, and therefore it's going to vary a little bit on
13 how much remaining trial time you have. And that's why we'll
14 get to your third topic.

15 MR. HARRIGAN: In a nutshell, Your Honor, the parties
16 agree there is no jury involved -- there's no jury
17 requirement with respect to the court's determination of what
18 is RAND, and the contract, and so forth; and disagree with
19 respect to whether a jury would be required to deal with the
20 breach of contract part of the case.

21 THE COURT: All right.

22 MR. HARRIGAN: And we will continue to see if we can
23 reach agreement, otherwise we're probably going to be
24 briefing this issue for the court.

25 MR. PALUMBO: That's right, Your Honor. Our

1 agreement is that the court would decide all the material
2 terms of the RAND license. And we currently have a
3 disagreement with respect to whether the breach of contract
4 action would be tried by the court or by a jury.

5 And since -- if we can't reach agreement on that, it will
6 require briefing. We're just going to put it off and submit
7 briefs on that issue if it becomes a question.

8 And in requesting ten days, I had assumed in our
9 calculation that we would take a half a day to select the
10 jury. So I think our request for ten days is not dependent
11 on whether there is or is not a jury.

12 MR. HARRIGAN: Just one qualification, Your Honor.
13 We don't mean, in the way Mr. Palumbo expressed the first
14 part of that, to be defining what the court is deciding.
15 We're just saying that the RAND determination part of the
16 case doesn't require a jury, whatever that may be.

17 THE COURT: All right.

18 MR. PALUMBO: And our position, as stated again, if
19 we have a disagreement on whether you're deciding all the
20 RAND terms, or what those terms are, that is going to be
21 subject to briefing. So we're simply putting that over. So
22 that's our understanding of what the issues at trial would
23 be.

24 MR. HARRIGAN: So the issue No. 2 is a question
25 relating to a stay of the issues in this case that do not

C E R T I F I C A T E

I, Debbie K. Zurn, RPR, CRR, Court Reporter for the United States District Court in the Western District of Washington at Seattle, do hereby certify that I was present in court during the foregoing matter and reported said proceedings stenographically.

I further certify that thereafter, I have caused said stenographic notes to be transcribed under my direction and that the foregoing pages are a true and accurate transcription to the best of my ability.

Dated this 25th day of June, 2012.

/s/ Debbie Zurn

DEBBIE ZURN
OFFICIAL COURT REPORTER